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Agreement

between the

Levittown United Teachers



and the

Board of Education

LEVITTOWN UNION FREE SCHOOL DISTRICT
LEVITTOWN, NEW YORK

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EXCLUSIVE RECOGNITION OF LUT

THIS AGREEMENT MADE AND ENTERED INTO AS OF SEPTEMBER 12, 2002 by and between THE BOARD OF EDUCATION OF LEVITTOWN UNION FREE SCHOOL DISTRICT, LEVITTOWN, NEW YORK (hereafter the "Board"), and the LEVITTOWN UNITED TEACHERS (hereafter "LUT"), for and in behalf of itself and the employees now employed or hereafter employed in the bargaining unit hereafter defined.

WHEREAS, the Board has adopted the practices and procedures of collective negotiations as a peaceful, fair, and orderly way of conducting its relations with employees of the district insofar as such practices and procedures are consistent with functions and obligations of the Board under the law, and are consonant with the paramount interests of the school children, the school system and the public; and

WHEREAS, LUT has demonstrated in a secret ballot election that it represents a majority of the employees employed by the Board in the bargaining unit hereafter defined and, in accordance with Board policy, is therefore the exclusive representative for all such employees; and

WHEREAS, the members of the teaching staff play a special role in the improvement of the instructional program; and

WHEREAS, the parties desire to cooperate in establishing conditions which will produce the best possible education for the children of the district;

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained, the parties agree as follows:

ARTICLE I. RECOGNITION

The Board recognizes LUT as the exclusive representative in regard to salaries, wages, hours, and other terms and conditions of employment, of all members of the professional staff including registrars except the superintendent, assistant superintendents, administrative assistants, other central office professional administrators and coordinators, building principals, assistant building principals, elementary and secondary department chairmen, per diem employees (substitute teachers), and school physicians. The members of the bargaining unit are hereafter referred to as "teachers."

Said recognition shall remain in effect for the duration of this contract, as provided for in Section 208 of the Public Employees Fair Employment Law. Nothing contained herein shall prevent any individual employee from processing a grievance hereunder in accordance with Article XXXI, or deny any employee rights under Section 15 of the New York Civil Rights Law, under the State Education Law, or under the Civil Service Laws and Regulations.

ARTICLE II: FAIR PRACTICES

LUT agrees to represent all teachers equally without regard to membership or participation in LUT, or membership or participation in any other employee organization. LUT agrees to continue to admit persons to membership and participation in its affairs without discrimination on the basis of race, creed, color, national origin, or sex.

The Board agrees to continue its policy of not discriminating against any employee or applicant for employment on the basis of race, creed, color, national origin, or sex and to treat all teachers equally without regard to membership or participation in LUT, or membership or participation in any other employee organization.

ARTICLE III: AGENCY FEE

Every member of the bargaining unit who is not a member of the LUT shall, within 30 days after the initial date of employment or within 30 days after this section becomes effective, whichever is later, pay to the LUT an agency fee. Such fee shall be equal to 100% of the membership dues of the LUT.

The LUT shall forward to the fiscal officer of the District a list of nonmembers and the sum of money to be deducted from each teacher's paycheck for the agency shop fee. Said amount shall be deducted from each teacher's paycheck in a manner which is equivalent to the method of payroll deduction for dues paying members. The fiscal officer shall forward amounts so deducted to the LUT.

The LUT agrees to indemnify and hold the Board of Education harmless from losses or expenses arising from actions or claims against the Board of Education because of implementation of the agency fee provision in this agreement.

ARTICLE IV. MONTHLY CONSULTATIONS

A. Upon request of either party, monthly meetings between representatives of LUT and the Superintendent or his designee shall be held after normal school hours to consult on matters of mutual concern.

B. The principal of the school and the LUT Building Representative Committee shall meet once a month during the school year to discuss matters of school policy and questions relative to implementation of this Agreement or other matters of mutual concern.

C. The District subscribes to the goal of allowing LUT officers (no more than seven (7) in number) to be free during their scheduled last period to conduct Union matters in lieu of the duty period for secondary teachers. Elementary teachers and secondary teachers who have no duty period, shall be released one hour prior to the students' dismissal one day per week for such purpose. The District will make every effort to achieve this goal subject to the limitation of prep time for elementary teachers and the special programming needs of occupational education teachers.

D. Principals shall consult with LUT Building Representatives with respect to budgetary recommendations and promptly inform LUT Building Representatives of changes in those recommendations.

ARTICLE V. PRIVILEGED USE OF SCHOOL FACILITIES

A. The LUT may utilize school facilities in any building for meetings after school hours provided that the use of the facility in a particular school has been applied for in advance to the principal who shall not unreasonably withhold consent to the request.

B. LUT shall be afforded the opportunity to make welcoming remarks to teachers on Orientation Day. It shall also be given the opportunity at the end of faculty meetings to make announcements.

C. Duplicating and mimeographing facilities may be used by LUT subject to approval of the principal and the Board policy which requires that paper and stencils be supplied by the organization at its expense, and that equipment shall not be used when it is actually in use by the teaching or office staff.

D. Mail boxes may be utilized by LUT for dissemination of bona fide organizational communications. The insertion shall be by teachers only.

E. Only bulletin boards located in faculty rooms and faculty dining rooms may be used by LUT for bona fide organizational purposes. Adequate space shall be provided for such use on these bulletin boards.

F. Ten (10) copies of all communications distributed to the staff by LUT shall be sent promptly to the Superintendent of Schools.

G. LUT shall be furnished copies of all Board policies and administrative regulations. Copies of Board policies and Administrative regulations shall be maintained in the school office and be made available for examination by teachers promptly upon request. LUT shall also receive twenty (20) copies of Agenda of regular and special meetings of the Board, three (3) copies of non-confidential schedules and other backup materials relating to professional personnel, and copies of the minutes of regular and special Board meetings.

H. Organizational activities may be engaged in only during free time.

I. By March 1st of each year the district shall supply the LUT with the following information: breakdown of salary, age, and seniority lists of teachers; class size figures; and budget information.

J. By June 1st of each year the District shall supply the LUT with copies of transfer notices, excessing lists, and termination of employment notices.

ARTICLE VI. TEACHER FACILITIES

Each school shall be provided with teacher dining room facilities, separate adult lavatory facilities and teacher workroom facilities containing adequate office machinery such as typewriters, duplicating machines and supplies, and a telephone.

The parties agree that, subject to budgetary considerations and educational priorities, each school will be provided with:

(a) A faculty lounge suitably furnished and equipped to be made available for the use of teachers. From time to time others may have need to use such facilities. Should problems arise due to such use of others than teachers, the Superintendent shall resolve such problems promptly.

(b) Classroom storage facilities where teachers may store instructional material and supplies and personal property.

(c) Classrooms which contain for teacher use an appropriate desk and chair;
and

(d) A system whereby teachers can expeditiously communicate with the main office in the event of an emergency.

The foregoing shall be implemented in accordance with a program formulated in consultation with the LUT.

ARTICLE VII. CHECK-OFF

The Board shall honor individual written authorizations for deductions of LUT dues. Requests for LUT dues deductions shall be submitted to the Assistant Superintendent for Business and Finance on October 1. The payroll deduction for the October 1 submission shall be on sixteen (16) regular pay checks beginning with the second October pay check.

Members returning from unpaid leave who had been on payroll deduction shall be reinstated to payroll deduction within ten (10) days. Newly hired teachers may give written authorization directly to Business Office and/or to LUT Treasurer.

The dates for submission and the method of payroll deduction set forth above may be changed upon request of the LUT and the approval of the Assistant Superintendent for Business and Finance. Dues authorization shall remain in effect unless a signed written revocation is received by the Assistant Superintendent for Business and Finance. This revocation shall take effect at the next payroll, ten days subsequent to the date of the filing with the Board. The LUT Treasurer shall receive a notice of all revocations and a total payroll deduction list.

Dues shall be deducted from teachers' salaries only for the organization which is the teachers' exclusive representative. No rival local, state or national organization(s) shall have dues check-off privilege.

At the time of hiring the Personnel Department shall distribute union membership blanks and check-off forms which may be used at the option of the teachers.

ARTICLE VIII. TAX-SHELTERED ANNUITIES

The Board shall continue its present policy of payroll deduction for tax-sheltered annuities. The insurance carriers shall be recommended to the Board by the Tax-Sheltered Annuity Committee. Said committee shall consist of one representative from each employee group in the District, plus the Assistant Superintendent for Business and Finance as the chairman. The carriers selected by the Board may be unaffiliated with any program of any employee group in the District. Said committee may adopt its own rules of procedure. The committee, however, shall meet at least four (4) times per year and shall be convened at any other time within ten (10) working days of receipt of a request of any member thereof. Among the committee's responsibilities shall be the preparation and distribution of an information fact sheet on the tax-sheltered annuity program no later than May of each year.

ARTICLE IX. SALARIES AND FRINGE BENEFITS

A. SALARY, LONGEVITY, SALARY SCHEDULES

(a) Salary schedules for years one (1)¹ through six (6) of the contract shall be calculated as follows:

The salary schedule in effect during the 2000/2001 school year will be increased by 3% effective July 1, 2001. The resulting salary schedule shall be in effect until July 1, 2002 when each salary on the schedule will be increased by 3.5%. The resulting salary schedule shall be in effect until July 1, 2003 when each salary on the schedule will be increased by 3.45%. The resulting salary schedule shall be effect until July 1, 2004 when each salary will be increased by 3.45%. The resulting salary schedule shall be in effect until July 1, 2005 when each salary will be increased by 3.5%. The resulting salary schedule shall be in effect until July 1, 2006 when each salary will be increased by 3.5%.

(b) Longevity. A longevity payment in the amount of \$500 shall be paid effective July 1, 2002 and annually thereafter to all employees one year after attaining Step 20. An additional longevity payment in the amount of \$1,500 for a

¹Effective 7/1/02 Steps 21-25 of the salary schedule will be deleted. All those employees currently on the Step they were on as of 6/30/02 shall remain on that Step and receive the negotiated longevity and across the board raises as delineated below. No one shall henceforth move on to any of the steps eliminated nor move from one eliminated step to another.

total of \$2,000 shall be paid effective July 1, 2002 and annually thereafter to all employees five years after attaining Step 20 including those who are "above schedule" ("in the box" as reflected on the 2000-2001 salary schedule). Said longevity payment shall not be included in the employee's base salary.

B. A schedule of hourly rates and stipends with regard to the following activities for each of the contract years (developed by application of the same across-the-board increases as hereinabove set forth) effective July 1, 2001 and thereafter is attached hereto and made part hereof: home teaching; adult education; driver education; summer school; extra periods; travel between schools; kindergarten teachers (travel); clubs; cafeteria duty. See Appendix B.

C. PRIOR EXPERIENCE - Credit for previous teaching experience will be granted up to three (3) years. The District may grant more years at its discretion.

D. GRADUATE HOURS

(a) Credit for increments based on graduate hours is granted effective September 1 or February 1. For teachers hired after November 1, 1978 MA lateral movement shall be restricted to MA, MA+30 and MA+60.

(b) Approved in-service credits completed prior to September 1, 1993 will be fully counted toward lateral movement on the salary schedule without requiring matching graduate credits. Thereafter the requirement for lateral movement on the salary schedule will be 50% in-service and 50% graduate credits.

(c) After July 1965, teachers may no longer apply for salary credit for 75 graduate hours beyond the Bachelor's Degree; teachers on column F prior to July 1, 1965, will continue to be paid on this schedule.

(d) Effective September 1, 1998, no employee shall move onto any BA column, other than a new hire who may be placed on the BA column (the BA+15, BA+30, BA+45 and BA+60 columns shall be "frozen" and while any employee on said columns as of September 1, 1998 may stay on that column, no employee may thereafter move onto any of these columns).

E. SICK LEAVE - 12 days' sick leave per year cumulative to 180 days plus up to 2-1/2 years' catastrophic leave without pay.

F. BUSINESS DAYS - In addition to sick leave, five (5) personal or business days per year by Board of Education Policy. Effective July 1, '64, unused business days may be applied to cumulative sick leave.

G. HEALTH PLAN

(a) The District will pay 80% of the premium on behalf of the family and 90% on behalf of the individual. The School District shall also pay any increased amounts required by increased premium costs unrelated to the School District's assumption of a large percentage of premium costs. In each case the teacher shall pay for the remaining cost of the insurance premium. Teachers on leave may pay to the district a full-year's premium in advance to maintain coverage.

(b) The District may change health insurance carriers as long as 30 days' notice is given to the union prior to the District's communication of such decision to the health insurance carrier. Any new plan must provide the same benefits and the same level of benefits as provided by the State Health Insurance plan at the time the District provides notice of withdrawal, except that no such plan need have a participating provider benefit.

(c) An employee who has been in the family plan for at least 3 years and who is covered by another health insurance policy may give up District coverage entirely or change to individual coverage. Any employee with individual coverage who is covered by another health insurance policy may give up District coverage at any time. After each full year without District coverage or with reduced coverage, the employee shall be compensated within 30 days in a gross amount equal to 40% of the premium cost saved by the District. An employee may rejoin the District plan at any time subject to the requirements of the carrier.

H. PAY DAYS - Effective July 1, 1989, pay days shall be the 15th and last day of each month. (The last pay day for February and June shall be the last working day of that month.) Payments due during holiday periods (except as noted below) or on weekends shall be paid the last work day prior to such holiday or weekend, provided that no other pay day occurs within five (5) working days thereof. Teachers may elect to be paid in 20 or 24 equal installments. If a teacher elects to be paid in 24 installments, the additional four (4) installments shall be paid on the last pay day of June. Guidance counselors shall be paid for summer employment periodically upon performance of such employment.

Effective January 1, 2002, if the District makes available direct deposit of payroll to members of the bargaining unit, then for paydays that fall during recess periods of three (3) or more days, payment for all members shall be made on the last business day of the pay period regardless of the school calendar or whether teachers are scheduled to report. Members not utilizing direct deposit may choose to: pick up their check on that day; provide a self-addressed and stamped envelope for mailing on that day; or pick up their check on a subsequent school day.

I. **VETERAN'S CREDIT** - One step for approved U.S. military service for one full year or more.

J. **TEACHING ASSISTANTS** -

Effective July 1, 2001 and every July 1 of the contract thereafter, the across the board increase plus one percent (1%) shall be applied to the teaching assistants' salary.

In addition to the foregoing base salaries payable to building teaching assistants, a differential shall be paid to those assigned as building computer teaching assistants while so assigned and in accordance with the following schedule:

Effective July 1, 2001	-	\$3,811
July 1, 2002	-	\$3,944
July 1, 2003	-	\$4,080
July 1, 2004	-	\$4,221
July 1, 2005	-	\$4,369
July 1, 2006	-	\$4,522

There shall be an additional differential paid for the position of district-wide computer teaching assistant (in addition to the differential for building computer teaching assistant) in accordance with the following schedule (and with the understanding that the District may adjust the differential based upon market conditions should someone be hired into this position):

Effective July 1, 2001	-	\$10,954
July 1, 2002	-	\$11,337
July 1, 2003	-	\$11,728
July 1, 2004	-	\$12,133
July 1, 2005	-	\$12,558
July 1, 2006	-	\$12,997

The District-wide computer teaching assistant shall be an eleven (11) month position.

A longevity payment of \$500 shall be paid effective 7/1/02 to all teaching assistants in their 7th year and an additional longevity payment of \$750 for a total of \$1,250 effective July 1, 2002 shall be paid to all teaching assistants in their 10th year and above.

A \$500 stipend shall be paid to those teaching assistants with an Associates Degree from an institution accredited by the State of New York or regional accrediting agency, or 60 college credits. For new college credits beyond 6 and up to 60, this stipend shall be paid for pre-approved credits when 60 are reached even if no Associate's degree is earned.

K. ALL PART-TIME TEACHERS and regular substitutes shall be placed on the appropriate salary step and be eligible for dental insurance, health insurance, sick leave and personal or business days, all on a prorated basis. After 30 days of continuous teaching, an itinerant substitute will be placed on the salary schedule at the appropriate step. (The foregoing is to be accomplished by administrative regulation rather than by contract in that the contract does not cover these categories.)

ARTICLE X. HEALTH INSURANCE BENEFITS FOR RETIREES

(A) Retirees from this unit shall be entitled to the same health insurance benefits upon the same conditions as provided to employees.

(B) Notwithstanding the above, upon retirement, employees hired after July 1, 1988 shall be entitled to health insurance paid for by the District in the following percentage:

YEARS WORKED IN LEVITTOWN	INDIVIDUAL	FAMILY
10-14	50%	35%
15-19	60%	45%
20-24	70%	60%
25-29	80%	70%
30+	90%	80%

This benefit will only be available as long as those retirees employed prior to July 1, 1988 are entitled to such benefit.

(C) An alleged violation of this provision may only be grieved by the Levittown United Teachers.

ARTICLE XI. PAID EXTRA-CURRICULAR ACTIVITIES

Extra-curricular activity sponsors and coaches shall be paid in accordance with Appendix B. Extra-curricular and coaching activities shall be voluntary. An individual who accepts such an assignment may withdraw therefrom only upon no less than forty-five days' written notice to the principal prior to the commencement of the activity.

ARTICLE XII. ACADEMIC FREEDOM

The District's educational program is keyed to the preparation of students for intelligent and meaningful participation in a democratic society. The Board and LUT agree that academic freedom is essential to the fulfillment of this purpose.

Accordingly, it is agreed that teachers shall have the right to introduce and explore controversial material, provided only that the material and the manner in which it is presented are in good taste, appropriate to grade level, and relevant to course content.

The parties agree that the continuation of student-teacher training programs, high school student-teaching intern programs, and citizen volunteer aid enhance the learning process for children. Accordingly, teachers may accept the participation of such individuals.

Should a problem arise relating to the assignment of any pupil interns, student-teacher, or volunteer, the LUT may bring this to the attention of the Superintendent, who shall resolve it promptly.

ARTICLE XIII. SCHOOL CALENDAR

The calendar for the six (6) school years under this Agreement shall be determined by the Board after consultation with LUT. Such calendars shall require not more than one hundred eighty-three (183) days.

Notwithstanding the foregoing, an additional teacher orientation day may be scheduled. Elementary pupils shall report for one (1) hour on the last day of school.

The first day of school shall be a full work day for the professional staff.

The school calendar of 183 days shall include two snow days. If one or both of the snow days are not used, the Board shall set aside one unused snow day as a holiday, the date to be determined in consultation with LUT.

The school year for guidance counselors shall begin September 1 and end June 30.

(A) Guidance counselors shall receive a differential of \$1,000.

(B) Guidance counselors will work up to six late schedules each year based upon the number of hours in their regular work day, or six evening programs in addition to the regular work day in which circumstance they will be given compensatory time within the school year to be mutually agreed to with the building principal.

ARTICLE XIV. WORK DAY

A. Teachers shall report to their school office ten (10) minutes prior to pupil attendance time and must report to their duty station or to their rooms no more than seven (7) minutes prior to pupil attendance time. Teachers shall remain ten (10) minutes after pupil dismissal. Said time shall not be counted as instruction or teaching time. The foregoing shall not apply to guidance counselors. Guidance counselors may be required to remain up to forty-five (45) minutes after pupil dismissal if their services are needed. In addition, teachers may be required to work an additional twenty (20) hours per school year for professional meetings, or conferences, and/or help to pupils.

(1) Effective July 1, 1999, eighteen (18) minutes shall be added to each school day, subject to the Board's discretion to add a lesser amount at any level. The high school day shall not exceed 6 hours and 58 minutes. The middle school day shall not exceed 6 hours and 58 minutes. The elementary day shall not exceed 6 hours and 18 minutes.

B. In the middle school the District can either increase the length of each period within the present eight (8) period day or establish nine (9) periods of equal length. If a nine period day is established, all teachers will teach five (5) periods daily except as otherwise agreed to, plus an additional period to be utilized for one of the following purposes:

- student conferences at the teacher's discretion
- parent conferences
- consultation with support staff
- follow-up on mainstreamed students with colleagues

- individual tutoring at the teacher's discretion
- team planning
- general planning
- peer coaching
- individual work on District instructional strategies
- duty period to be assigned for no more than half the school year. On any day that a teacher is assigned two duty periods, the District will make every effort to ensure that only one of these duty periods involves a specific group of assigned students (e.g. study halls) and does not require either planning or follow-up. If the District deems it necessary to assign a teacher two duty periods involving a specific group of assigned students, the District shall, wherever possible, give the LUT 30 days' notice. If an advisor/advisee program is implemented, teacher participation must be on a voluntary basis.

C. The District will endeavor to use printed messages when in its judgment printed messages can avoid holding unnecessary faculty or departmental meetings.

D. The Board and LUT recognize that varying learning needs of children result in the necessity for additional instruction outside regular school hours. The parties recognize the responsibility of teachers to furnish such instructional assistance. The LUT agrees to encourage teachers to meet this obligation.

E. The parties recognize that PTA, back-to-school night, open-house and other evening District-sponsored activities are an important part of the school program. Accordingly, all teachers shall be required to attend Back-to-School Night. Any absences from Back-to-School Night shall be approved in advance by the principal, who shall schedule a suitable make-up night should a substantial number of parents request such a meeting.

F. Two half-day periods shall be made available to elementary teachers for the purpose of parent-teacher conferences. Commencing 9/1/02 in lieu of one of the aforesaid half days, teachers shall conduct parent-teacher conferences on a day in which their work shall be shifted to commence at 2:00 p.m. and end at 8:18 p.m. with prep and lunch. Any parent-teacher conferences not completed during this time shall be completed on the teacher's own time as is currently the custom.

G. The District will endeavor to avoid classroom interruptions which do not serve the District's educational policies and practices.

H. Variable Hours - Teachers who agree to such assignments may be assigned to their regular duties for the appropriate number of consecutive hours between 7:00 a.m. and 6:00 p.m.

- I. When department curriculum meetings are held on school time, substitutes shall be provided as necessary.

ARTICLE XV. WORKING LOAD

I. SECONDARY TEACHERS

A. Academic and Sixth Grade Classroom Teachers

(1) The number of daily periods of classroom instruction shall not exceed the equivalent of five (5) periods, not to exceed forty-seven (47) minutes each.

(2) The ordinary assignment for a teacher shall include one administrative or duty period each day.

(3) Assignments in accordance with 1 and 2 above shall equal six (6) periods daily.

(4) The Board agrees that secondary teachers of English, History, Mathematics and Science should have no more than three separate grade level and/or track preparations daily, where possible, effective at the close of the first marking period. The Board shall endeavor to further reduce the number of separate preparations to two, where possible.

(5) Full-time secondary teachers who teach less than five (5) classes will be expected to assume duty assignments for the number of periods less than five (5) classes.

B. Special Subject Teachers

Effective September 1977, Art, Music, Remedial Reading, Speech, Homemaking and Industrial Arts teachers shall be assigned either six (6) teaching periods each day, or five (5) teaching periods and one (1) administrative or duty period each day. Any teacher assigned the 6th period of teaching in lieu of a duty period shall be assigned a maximum of 110 pupils daily. Pupil load of music teachers is computed assuming performing groups each contain 35 pupils even though more may be enrolled.

C. Teachers assigned to cafeteria duty during student lunch periods shall be paid in accordance with Appendix B. In selecting a teacher, the principal shall give priority to those teachers who volunteer for the assignment. If, however, in his/her

opinion there is not a volunteer suitable for the assignment he/she may assign the duty to a suitable teacher.

D. The foregoing teachers shall be assigned one full period for lunch each day which shall not be varied or reduced to less than forty (40) minutes, and one period each day for preparation.

E. (1) Effective July 1, 1999, the total high school day consisting of eight (8) periods inclusive of all teaching, duty, lunch, and home room periods shall not exceed six (6) hours and fifty-eight (58) minutes.

(2) Effective July 1, 1999 the total middle school day consisting of 8 or 9 periods inclusive of all teaching, duty, lunch, professional duties and homeroom periods shall not exceed six (6) hours and fifty-eight (58) minutes.

F. Where, on a voluntary basis, secondary teachers accept teaching assignments in lieu of said preparation period, they shall receive additional compensation in accordance with Appendix B per forty-three (43) minute period. The rate of pay for long-term (over two weeks) emergency teaching assignments, as described above, shall be at an additional one-sixth ($1/6$) of the annual salary prorated in accordance with the length of the assignment or in accordance with Appendix B per period whichever is the greater.

G. Teachers will not be required to collect banking or Red Cross monies.

H. From among those who volunteer, secondary teachers may be assigned tutorial duty at the discretion of the principal and in lieu of the regular duty assignment. Such tutorial assignment shall be limited to working with students regularly assigned to the teacher who may be free during the duty period and who may be in need of additional help, make-up work, special attention, or the like.

I. Except as it may be necessary for proper supervision of pupils, study halls will not be scheduled during the first and last period of the secondary day.

J. Teachers who accept an assignment to stay for detention which requires the teacher to extend the end of his regular school day shall be paid for such extended portion of his school day at the rate in accordance with Appendix B for each 45 minutes.

K. If temperature in a classroom remains below 60 degrees Fahrenheit for more than 60 minutes, children shall be moved from that classroom to a warmer environment.

L. Secondary Special Education EMR, TMR, ED, LD, and Resource Room teachers shall teach six (6) periods and shall be assigned one (1) prep period and one (1) lunch period daily for a total of eight (8) periods. If a nine (9) period day is implemented at the Middle School, the additional period will be as outlined in Article XIV Section B.

M. Ordinarily, depending on conditions involved, special subject teachers shall be permitted 15 to 30 minutes for travel between buildings.

N. Teachers who are regularly assigned at least once a week to travel between two or more buildings on the same day shall be given a mileage stipend in accordance with Appendix B.

O. In addition to the traditional use of prep the District reserves the right to assign teachers to half day or full day staff development sessions up to a maximum of 9 times per year without rescheduling or paying for preps missed during such sessions.

II. ELEMENTARY TEACHERS

A. Teachers of Grades K-5 shall teach six (6) hours and eighteen (18) minutes daily. Prep time to be deducted from the above shall be assigned to each teacher as follows:

Effective as soon as practicable after September 1, 2002, teachers of Grades 1 through 5 - one 42 minute prep period per day. Full day Kindergarten teachers - either two 21 minute prep periods per day or one 42 minute prep period per day. Half day Kindergarten teachers - one 21 minute prep period per day.

Special subject teachers shall be assigned twenty-eight (28) hours and ten (10) minutes of teaching, travel between buildings and passing time between classes each week. They shall be assigned one 42 minute prep period per day to be deducted from the 28 hours and 10 minutes. Ordinarily, depending upon conditions involved, 5 to 10 minutes shall be assigned for passing between classes, and 15 to 30 minutes for travel between buildings.

The regular schedule of elementary special subject teachers, e.g. phys. ed., music, art and library shall not consist of more than one regular class or one special education class per teacher per period. This does not preclude mainstreaming of special education children in accordance with their IEP's or the formation of performing groups.

All elementary teachers shall have a duty-free, full lunch period which shall not be varied or reduced to less than forty (40) minutes.

Teachers who are regularly assigned at least once a week to travel between two or more buildings on the same day shall be given a mileage stipend in accordance with Appendix B.

In recognition of the extra daily time involved, kindergarten teachers who are normally scheduled to teach in two buildings will be additionally compensated at the rate calculated in Appendix B. Accordingly, such teachers may have their work day extended by up to 15 minutes.

B. Any elementary classroom teacher who is deprived involuntarily of a scheduled prep period through no fault of his own shall be compensated at the rate in accordance with Appendix B per 42 minute prep period. This shall not apply when prep periods are rescheduled within one week.

In addition to the traditional use of prep the District reserves the right to assign teachers to half day or full day staff development sessions up to a maximum of 9 times per year without rescheduling or paying for preps missed during such sessions.

C. Teachers will not be required to collect banking or Red Cross monies or to fill out headings on pupil forms.

D. If temperature in a classroom remains below 60 degrees Fahrenheit for more than 60 minutes, children shall be moved from that classroom to a warmer environment.

E. Elementary teachers who accept an assignment to stay for detention which requires the teacher to extend the end of his regular school day shall be paid for such extended portion of his school day at the rate in accordance with Appendix B for each 45 minutes.

III. Except in an emergency when a principal is called away from a school building, his or her duties will not be delegated to any member of the teaching staff.

IV. During the life of this agreement no teacher in this bargaining unit shall be furloughed. A furlough shall be defined as an involuntary temporary break in service without pay. This section does not apply to a suspension in connection with Section 3020 A of the Education Law.

ARTICLE XVI. CLASS SIZE

The Board shall adhere to its class size guidelines set forth in Appendix C when existing, fully equipped classrooms located in the school building where guidelines are exceeded are not being utilized. The foregoing shall in no way preclude innovative or other programs involving larger class groups, provided that in groupings or regroupings of students the ratio of professional staff to students shall maintain the prescribed guidelines. Observance of guidelines shall commence as of the 15th of October. Half-year secondary courses in the spring term shall be balanced by March first. Any classes organized to comply with guidelines as of these dates shall not be subject to change based either upon withdrawal of pupils or addition of pupils. Any pupils enrolled after the October 15th date or March first date above set forth shall be assigned in a manner which will maintain balance within grade level.

ARTICLE XVII. TEACHER EVALUATION, PROBATIONARY AND TENURE APPOINTMENTS

- A. Evaluation of teachers shall be conducted openly and with the full knowledge of the teacher, and shall include appropriate suggestions for improvement.
- B. A teacher may be accompanied by an LUT representative at any meeting, interview or hearing at which he may be formally reprimanded, warned or disciplined.
- C. For probationary teachers, a conference shall be held between the observer and observed prior to the submission of the "Observation Report." The conference shall be held within two (2) days of the observation, except in the case of absence of either party or when there is mutual agreement on a postponement.
- D. For tenured teachers, a conference shall be held regarding an observation when requested by either the observed or the observer. Such conference shall be held within two (2) days of the observation and prior to the submission of the final "Observation Report," except in the case of absence of either party or when there is a mutual agreement on a postponement.
- E. Conferences in connection with observations (in C and D above) shall not be credited toward the twenty-hours-per-school-year requirement set forth in Article XIV.
- F. Space shall be provided for teachers to sign the "Observation Report" to indicate receipt and perusal of same but not approval or disapproval. A written reaction may be appended to the final copy of the "Observation Report" which shall be filed at the Central Office and distributed to personnel who normally receive

copies of the "Observation Report." Teachers may request the involvement of the Assistant Superintendent who may, at his discretion, involve an appropriate administrative staff member.

G. District policy and regulations concerning complaints shall be made part of the contract. District policy concerning anonymous complaints shall also be made part of the contract.

H. 1. Teachers shall have the right to review their official personnel files at any time, to make copies of the material therein and to append remarks to any comments in the files in the presence of a supervisor. No files shall be kept in the teacher's building except copies of what has been forwarded to the central personnel files and records pertaining to a teacher's attendance. Complaints respecting a teacher which are to go into his/her file shall be brought to the teacher's attention within a reasonable period of time after the complaint is received.

2. Said personnel files shall include all observations, evaluations, letters, memos and other documents pertaining to teachers' conduct, service, character, and personality written by administrators and supervisors. Privileged information such as confidential credentials and related personal references from outside the School District shall not be subject to examination.

3. No material may be added to said files which is or might be derogatory (except for privileged information as noted in "2" above) unless the teacher has had an opportunity to read the material and to affix his/her signature to it, and to append remarks to it. His/her signature shall not necessarily indicate approval or agreement but may merely signify that he/she has seen the document.

4. The right to append remarks disagreeing with any document in a teacher's file (except for privileged information as noted in "2" above) shall include the right to grieve or arbitrate over the inclusion of any unjust or erroneous material in a teacher's file, exclusive of formal observations or evaluations of such teacher's performance.

I. The Superintendent shall make recommendations regarding tenure status for probationary teachers, and shall inform the teacher and the Board of his recommendations by the first Board meeting in January of the last probationary year. The Board shall grant or deny tenure within two (2) months of the Superintendent's recommendation. Other probationary teachers scheduled for termination shall be so notified by March 1. Where a probationary period does not coincide with the normal school year, a proportionate time schedule shall be employed.

ARTICLE XVIII. FAIR DISMISSAL

Fifteen (15) days prior to the date on which the Superintendent is required to give a Fair Dismissal notice, he or his designee shall invite the teacher to whom he contemplates giving such notice to talk with him or his designee, and such teacher may bring his/her LUT representative to such meeting. Effective September 1976, in the event such teacher is completing the third year of his/her service, the LUT may require that those responsible for evaluating the teacher shall attend the aforementioned meeting.

ARTICLE XIX. ASSIGNMENTS AND TRANSFERS

- A. Teachers desiring a change in grade or subject assignment, or who wish to transfer to another building, shall deliver a written request therefore to the Assistant Superintendent for Personnel no later than March 15. Such requests shall include the grade, subject and school desired, and may or may not be related to specific vacancies.
- B. The master schedule shall be posted in each building on the first day of school.
- C. Assignments shall be made by the Superintendent on the basis of his judgment of District needs and of providing optimum program for pupils.

ARTICLE XX. PROMOTIONS

All openings for promotional positions and other positions paying a salary differential shall be publicized to the entire staff through the Personnel Bulletin 12 months a year, and all qualified applicants shall be given adequate opportunity to make application for such position.

It shall continue to be the guiding philosophy that the interests of the school system are best served by obtaining the most qualified person available to fill each position. When in the opinion of the Superintendent of Schools, all factors are substantially equal, preference will be given to qualified applicants already employed in the School District, and each applicant not selected will receive written notification of Board action.

ARTICLE XXI. LEAVES

- A. Teachers shall be entitled to the following leaves of absence:

1. Personal Business

Five (5) days' leave with full pay shall be granted each year upon prior written request to transact personal business which may not be transacted except on a work day for the following reasons:

- a. Religious Holiday
- b. Illness in the immediate family*
- c. Marriage
- d. Necessary court appearance (other than jury duty)
- e. Home title closing
- f. Moving
- g. Death of immediate family* member

*"immediate family" means spouse, parent, child, brother or sister.

Personal business leave for reasons other than those listed may be taken only upon prior written approval of the Superintendent. Under no circumstances may personal leave be used for political demonstrations, symbolic expressions of views or participation in protests. Unused personal business leave may be credited as accumulated sick leave under paragraph 4 (a).

2. School-Connected Legal Proceeding

Leave with full pay shall be granted for necessary court appearances in proceedings connected with the school system.

3. Jury Duty

Leave with full pay shall be granted for jury duty on city, county, state or federal juries. The check for jury duty pay shall be endorsed to the District and delivered to it.

4. Sick Leave

(a) Short Term

Twelve (12) days' sick leave with sick benefits equal to full pay shall be granted each school year for personal illness. Routine health and dental examinations and other procedures which may be attended to during non-working time shall not be deemed personal illness. Sick leave may be extended by the Board for prolonged illness but without pay of the sick benefit except as set forth in paragraph (b) below.

Upon return from extended sick leave, a person shall be assigned to the same position if available, or, if not available, to the closest equivalent position available. Sick leave shall accumulate up to a maximum of one hundred and eighty (180) days.

The following are some examples of sick leave abuse, which is considered misconduct:

Use of sick leave for:

- (1) vacation/travel
- (2) recreational activities
- (3) personal activities
- (4) paid employment

(b) Long Term

A person absent because of injury arising out of and in the course of employment shall be granted sick leave with sick benefits equal to full pay which shall not exceed his/her accumulated sick leave. Money received by a person as workmen's compensation shall not be reimbursed to the District. If the District should be reimbursed directly by the Workmen's Compensation Board, the money shall be converted into unused days of sick leave and credited to accumulated sick leave.

(c) A leave of absence without pay or salary increment of up to one (1) year for the purpose of caring for a sick member of the immediate family or for care of a dependent child will be granted where required, in the event of death of spouse. Additional leave may be granted at the discretion of the Superintendent.

(d) The Board may require, upon recommendation of the Superintendent, that a teacher submit to a medical or psychological examination by a qualified specialist chosen by the District at its expense, to determine if sick leave is warranted. The Board may also require at District expense, upon recommendation of the Superintendent, an examination by a qualified specialist of its choice in the event of illness exceeding five (5) consecutive working days, or in the event of recurring illness.

The teacher may veto the Superintendent's first choice of the qualified specialist.

(e) The Superintendent may require as a condition of returning to work after illness that a teacher submit a physician's statement certifying readiness to return to work without hazard to the health or safety of students or staff.

(f) Attendance Committee: The District and LUT shall each designate three members who will service on a Special Committee, which shall consider ways to curb attendance abuse. The parties shall use their best efforts to make this a productive and meaningful committee.

5. Conferences of Professional Organizations

The Superintendent may approve time off with full pay for representatives of professional organizations while attending conferences or conventions. If approved, such time off shall not be charged as business days under paragraph A (1) above. Such representatives shall not however, be reimbursed their expenses.

6. Educational Visitation

Educational visitations may be granted teachers upon their written request, at the discretion of the Superintendent. When granted, visitations shall be with pay and shall not be charged against leave days.

7. Military Leave

(a) Military leave shall be granted to any person who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, he/she shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence, up to a maximum of two (2) years.

(b) A teacher ordered to military duty (not including induction or enlistment) shall be paid while performing such duty the difference between his/her salary and the military compensation received. The payment shall be for a maximum period of thirty (30) days in any single calendar year, and not exceeding thirty (30) days in any one continuous period of duty.

8. Public Office

A leave of absence without pay or salary increment to campaign for or serve in public office. Such leave shall be for not less than one (1) semester, and for no more than the term of office.

9. Maternity Leave

A pregnant teacher may teach as long as she is physically able. A maternity, child care, or childrearing leave including child care and child raising of up to two

years shall be granted at the teacher's request without pay. A requested return from leave beyond any period of disability will be only at the beginning of the school year or upon any other date mutually agreed upon. Paid sick leave shall apply to a disability incurred as a result of pregnancy or childbirth. Reason for such leave shall include adoption or paternity, as well as maternity.

10. Peace Corps-Exchange Teacher

The Superintendent shall approve a leave of absence without pay for up to two (2) years for any teacher who joins the Peace Corps or serves as an exchange teacher on a full-time basis. Upon return from such leave, the teacher shall, for salary purposes, be treated as if he/she were actively employed by the District during the leave period, and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

11. Study, Research, Special Assignment

The Superintendent may approve a leave of absence of up to one (1) year without pay or salary increment for study related to the licensed field, or to meet eligibility requirements for an additional professional license; or study, research, or other special assignment advantageous to the school system.

12. Professional Organization Leave

Leave shall be granted, without pay, up to one year for the purpose of accepting a position with a professional organization such as the New York State United Teachers, the AFT or a state or national subject area organization. No more than two (2) such leaves shall be outstanding at any time.

13. Leaves, General

(a) Other leaves of absence, including but not limited to leaves for sickness in family, without pay may be granted or extended by the Board at its discretion.

(b) Applications for a leave shall be in writing, except in an emergency. Teachers intending to apply for leave shall notify their building principal at the earliest opportunity.

(c) No compensation shall be paid and no benefits shall accrue during a leave, except as otherwise expressly set forth in this Article.

(d) A teacher on an unpaid leave of absence shall have the right to continue his District Group Insurance programs provided he/she makes advance annual lump sum payments for such programs by September 15th of each year of leave.

ARTICLE XXII. PART-TIME AND SUMMER EMPLOYMENT

- A. Vacancies shall be filled from among the full-time employees of the District unless, in the judgement of the Superintendent, a more qualified person is available from outside the district.
- B. A teacher employed in one particular part-time or summer program for at least three consecutive years may be granted leave without pay for up to one year with right of reinstatement the following year, provided the requests for leave and reinstatement are received in writing by the Assistant Superintendent for Personnel at least ninety (90) days prior to commencement of the program.
- C. Part-time and summer school teachers shall be paid in accordance with Appendix B.
- D. Senior High School Guidance Counselors shall be employed a minimum of eleven (11) days during the summer. Middle School Guidance Counselors shall be employed a minimum of eight (8) working days during the summer.

ARTICLE XXIII. PROFESSIONAL RESPONSIBILITIES COMMITTEE

Within 60 days of ratification of this agreement, there shall be established a Professional Responsibilities Committee composed of five (5) teachers appointed by the LUT, an equal number of members appointed by the Superintendent, and the Superintendent or his/her designee. Such Committee shall make recommendations to the Superintendent in the following areas:

- (a) Transfer procedures
- (b) Hiring
- (c) Peer review and peer coaching procedures
- (d) Staff development
- (e) Extra-curricular activities.

The Superintendent and the Board of Education shall have the final determination as to all such recommendations.

In the event that action is needed to be taken in any of these areas, and it is not feasible to await a Committee recommendation (e.g. during summer or vacation periods; vacancies requiring immediate appointment, etc.), action may be taken by the Superintendent or the Board of Education without such recommendation. In all other circumstances, delay caused by this Committee shall not prohibit action by the School District in any of these areas, provided the committee is given reasonable time to act.

The Professional Responsibilities Committee shall meet after the teacher workday, and teachers serving on such Committee shall do so without additional compensation.

At the end of the 2003-2004 or 2006-2007 school year, either party may determine to abolish this Committee upon thirty (30) days' prior notice to the other party.

ARTICLE XXIV. SELECTION OF TEXTBOOK AND INSTRUCTIONAL MATERIAL

The Board recognizes that properly selected textbooks and other instructional material are of paramount importance to effective teaching because in our democratic society it is imperative that future citizens be exposed to material selected from a variety of sources and covering diverse viewpoints. The Board also recognizes that the professional staff plays a central role in proper selection of such material, and encourages involvement of teachers, librarians, administrators and other specialists in the selection process, both individually and through subject matter committees organized by the Instructional Advisory Council. Citizens in the community are also encouraged to recommend material.

The Board shall, consistent with budgetary considerations, select textbooks and other instructional material upon recommendation of the professional staff.

ARTICLE XXV. TEACHERS' CENTER OF LEVITTOWN

The Board of Education recognizes and encourages the rights of teachers to design and oversee their own professional development through the Teachers' Center of Levittown, so long as State Education Department continues to fund the Center. In addition, if it is the decision of the Policy Board of the Teachers' Center to employ a member of the bargaining unit as a full time Director, the Board of Education will agree to place an individual on special assignment. The Board of Education may deny the appointment of any specific individual where it is in the best interest of the School District, in the judgement of the Board of Education. The individual will

continue to accrue seniority in the appropriate tenure area and will be entitled to the same rights and conditions of employment as other members of the bargaining unit.

The Board will continue to provide to the Teachers' Center such accommodations as may be available for use as a Center for all staff members. The Center shall be used for some course meetings and to house things of particular interest to teachers, such as equipment, curriculum materials and a professional library. Rooms in other school buildings throughout the District may be made available without charge for courses and activities where necessary or desirable.

The Policy Board may recommend to the Superintendent that appropriate Center courses and activities be approved for staff members to receive, upon satisfactory completion, full or partial unit of credit toward salary increments. The decision of the Superintendent will be final. The content of such courses will be consistent with those offered for University credit (approximate University standards for class or lecture time, reading assignments, and/or other appropriate activities).

ARTICLE XXVI. STATE ABOLITION OF TENURE

In the event the New York State Legislature abolishes tenure rights for teachers, no teacher who theretofore had tenure shall be disciplined or dismissed without just cause.

ARTICLE XXVII. EDUCATIONAL PROGRAMS COMMITTEE

In the event that either the Administration or the teachers desire to undertake any experimental program or course, any program not previously used in the district in curriculum, teaching methods and organization, the Superintendent and LUT officers shall meet and discuss the program. If the program merits further exploration they shall establish a committee for the purpose of investigating and evaluating recommendations. The foregoing shall not include a course or program previously given at BOCES or in the School District.

The committee shall consist of four (4) members appointed by the LUT and four (4) members appointed by the Superintendent. The committee shall be chaired by the Assistant Superintendent for Instruction who shall not vote.

The committee may, where appropriate, invite representative parents, and representative students to join the committee and to participate.

Within ninety (90) days of the first meeting, the committee shall render its written recommendation to the Superintendent, who shall within thirty (30) days give his/her written reaction to the committee's recommendation.

As part of all reports the committee shall recommend a structured evaluation mechanism.

ARTICLE XXVIII. PLANT AND FACILITIES ECOLOGY PROVISION

In recognition of the necessity for teaching respect for public and private property as well as the need for improving ecological awareness, the parties agree that it is appropriate that students in school assume responsibilities for policing up areas of student occupation including classrooms, cafeterias, special purpose rooms, playgrounds, other common areas and the like. Accordingly, before the end of each period, a short portion of time shall be set aside by the teacher who shall direct the cleaning up and picking up activities.

It shall be the duty of the Administration in each building to promulgate appropriate regulations, to assist the teachers in enforcing such regulations and to take appropriate steps to assure cooperation on the part of the student body.

ARTICLE XXIX. ASSAULT ON TEACHERS

The assaulted teacher who desires investigation or action respecting such incident shall submit a signed report within ten (10) days of any such assault suffered by such teacher in connection with the teacher's employment, and submit such report to the Superintendent. Upon request of the assaulted teacher, the Attorney for the School District shall inform the teacher of his/her rights under the law.

ARTICLE XXX. SPECIAL EDUCATION

A. (1) A teacher suspecting that a child has a disability or that the current program or placement of a classified child is inappropriate may submit a written referral to the building CSE through the building principal.

(2) The referral will be processed according to the law.

(3) If not satisfied with the determination, the teacher who made the referral may request the District CSE to review the entire matter.

B. LEVITTOWN COMMITTEE ON SPECIAL EDUCATION

The Levittown Committee on Special Education shall be established and shall include the Coordinator of Special Education, chief psychologist, consulting psychiatrist, and appropriate school psychologists. The Superintendent shall appoint the Chairperson of this committee. This committee shall meet once a month. The rest of the committee personnel may include the sending classroom teacher or teachers and may include the sending principal, the special project or class teacher, and the social worker, the nurse, the speech teacher, the counselor, the pediatrician and a neurologist, as needed.

ARTICLE XXXI. GRIEVANCE AND ARBITRATION

The parties declare it to be their objective to encourage fair and prompt resolution of complaints as they arise and to provide for orderly procedures for the satisfactory adjustment of complaints.

A. Disputes, complaints, controversies, or grievances that there has been a violation of the terms of this Agreement shall be processed as follows:

STEP I

An informal conference shall be held between the grievant and the person or persons complained against within three (3) working days of the assertion of the grievance. A decision of the grievance shall be communicated to the grievant within four (4) working days of the conference.

STEP II

If the grievance is not resolved at Step I, the aggrieved may within three (3) working days of receipt of the Step I decision appeal to the building principal or area administrator where there is no principal by submitting the grievance to the principal or administrator in writing on the District grievance form together with all other relevant data.

The principal or area administrator shall confer with the grievant within three (3) working days of receipt of the written grievance and the relevant data. He/she shall note this decision on the grievance form and return the form to the grievant within four (4) working days of the conference.

STEP III

If the grievance is not resolved at Step II, the aggrieved may appeal to the Superintendent by submitting the written grievance to the Superintendent together with relevant data within three (3) working days of receipt of the Step II decision. The Superintendent or his/her designee shall confer with the grievant within three (3) working days of receipt of the written grievance and the relevant data. The Superintendent shall note his/her decision on the grievance form and return the form to the grievant within six (6) working days of the conference.

STEP IV

A. If the grievance is not resolved at Step III, the aggrieved may, within five (5) working days of receipt of the Step III decision, notify the Superintendent in writing of his/her intention to submit the grievance to arbitration. If the parties fail to agree upon an arbitrator within three (3) working days, then upon request of either party the American Arbitration Association shall designate an arbitrator who is familiar with school problems. Both designation of the arbitrator and the arbitration proceedings shall be conducted in accordance with the applicable rules of the American Arbitration Association. The arbitrator shall submit his/her decision or award in writing within thirty (30) days after conclusion of the hearing. Copies of the decision shall be sent to the grievant, LUT, the Superintendent, and the Board. The decision or award of the arbitrator shall be final and binding. The cost of arbitration shall be shared 50% by the Board and 50% by LUT or the grievant, as the case may be.

The arbitrator shall have jurisdiction and authority to decide whether the provisions of the Agreement have been complied with. The arbitrator shall not have jurisdiction or authority to add to, subtract from or alter in any way the provisions of this Agreement.

B. Conferences and hearings held hereunder shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Conferences or hearings shall be held during non-working hours wherever possible. If conferences or hearings should be held during working hours, persons entitled to participate shall be excused without loss of pay, and there shall be no interference with the instructional program.

C. A grievance shall be asserted at the applicable first step within thirty (30) days of the occurrence of the act complained of. Failure to assert a grievance at the first step within said thirty (30) days shall be deemed abandonment of the grievance. Failure at any step of the procedure to appeal a grievance to the next step within the

specified time limits shall be deemed acceptance of the decision rendered at that step. Failure at the first three steps in the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. The parties may, by mutual written agreement, extend the specified time limits.

D. Steps in the grievance procedure may be bypassed where the position of the person complained against makes a particular step inapplicable, i.e., a complaint against a supervisor shall be initiated at Step III with the Superintendent.

E. A grievant may be represented by LUT at any or all steps in the grievance procedure, but nothing contained in this Article or in this Agreement shall be construed to prevent any individual employee from himself/herself presenting or processing a grievance hereunder, nor shall an employee be denied his/her rights under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

F. LUT shall have the right to initiate or appeal a grievance subject to the rights of the grievant set forth in Paragraph E. Such a grievance shall be initiated with the appropriate principal or area administrator under Step II or at Step III as set forth in paragraph D.

G. Nothing contained in this Article shall apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of Law, or (2) the Board of Education is without authority to act.

The LUT shall be furnished copies of all written grievances and responses to same filed at any level.

ARTICLE XXXII. NO-STRIKE PLEDGE

LUT and the Board recognize that strikes and other forms of work stoppages by the employees covered by this agreement are contrary to law and public policy. LUT and the Board subscribe to the principle that differences shall be resolved by peaceful, appropriate means without interruption of the school program. LUT therefore agrees that there shall be no strike, work stoppage, or other concerted refusal to perform work by employees covered by this agreement, nor shall LUT encourage, instigate, or condone the same.

ARTICLE XXXIII. STANDARDS OF BEHAVIOR

The Superintendent shall designate an equal number of teachers, administrators, and students to propose to the Superintendent standards of behavior for a non-disruptive educational atmosphere. Once such a procedure is adopted, a teacher may utilize the contractual grievance procedure with respect to any claimed non-compliance with such adopted standards. The grievance, and any arbitration resulting therefrom, shall be limited to the issue of whether there has been compliance with such standards. The standards may be amended or changed by the Superintendent after consultation with the LUT.

ARTICLE XXXIV. BARGAINING AGENT RIGHTS

- A. The LUT shall have the right to sponsor courses for salary increments that meet the necessary standards for in-service courses. This right shall extend to college-credit courses.
- B. The LUT shall be provided with forty (40) non-chargeable days for conferences, conventions, and legislative lobbying for all union business.

ARTICLE XXXV. SUPPLEMENTAL BENEFITS FUND

- A. The name of the Welfare Trust Fund shall be changed to Supplemental Benefits Fund.
- B. Effective March 30, 1979 the Supplemental Benefits Fund will not offer prepaid legal services.
- C. On or before March 15th of each year the Trustees of the Fund shall provide the Board of Education with an interim accounting report of the Fund, and on or before November 15th of each year the Trustees of the Fund shall provide the Board of Education with a certified accounting report of the Fund.
- D. The District contribution to the Benefits Fund for the 2000-2001 school year (to wit: the sum of \$512,256) shall be increased by 3.0% effective July 1, 2001. Thereafter, for the next 5 years, effective July 1 of each year, \$15,000 shall be added to the Fund amount after which the yearly across the board percentage shall be applied. The District shall make payments on a ten-month basis with the first monthly payment to be made on the second Friday in September. The second payment in October, as each subsequent monthly payment, will be made on the last teacher payroll payment period of each month.

- E. Should any dispute arise between LUT and the School District concerning such payments, such dispute shall be submitted to arbitration hereunder.
- F. The Trustees of the Supplemental Benefits Fund shall be appointed by the LUT.

ARTICLE XXXVI. COMPETENCY-BASED TEACHER EDUCATION

If the District sets up a committee to involve participation in any CBTE consortium, there shall be union representation equal to that of any other group on any such committee.

ARTICLE XXXVII. BOARD AND DISTRICT POLICIES, PRACTICES AND REGULATIONS

All District policies, practices and regulations presently in effect or hereafter promulgated by the Board or Superintendent which are not expressly supplanted by the terms of this Agreement shall remain in effect. If, however, any such policy, practice, or regulation is inconsistent with the express terms of this Agreement, the terms of this Agreement shall control to the extent inconsistent.

Should the Board or the Superintendent consider changing, adding, or deleting policies, practices, or regulations which have a direct effect upon the terms and conditions of employment of teachers then, unless it is not reasonably practicable, the LUT shall receive written notice thereof at least five (5) days prior to the date when the same is scheduled to be formally acted upon. Upon written request of the LUT, and unless it is not reasonably practicable, the Board or Superintendent shall meet and consult with the LUT before taking action thereon.

ARTICLE XXXVIII. PROCEDURE FOR NEGOTIATING NEXT AGREEMENT

The parties agree to enter into good faith negotiations for a new agreement no later than February 1, 2007. Such negotiations shall include an exchange and exploration of pertinent ideas, proposals, and supporting data.

Each side shall make available to the other relevant data within its possession (other than confidential or privileged information). The Board shall promptly supply LUT with a copy of the tentative budget for the next fiscal year.

Negotiations shall be held during non-working hours wherever possible. If negotiations should be held during working hours, persons who participate shall be excused without loss of pay, and there shall be no interference with the instructional program. The parties may utilize consultants to aid in negotiations.

ARTICLE XXXIX. CONFORMITY TO LAW-SAVING CLAUSE

A. If any provision of this contract shall be held contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law. The parties shall endeavor to negotiate a substitute provision or benefit to retain the equities of the original provision, if possible. Such negotiations shall commence as soon as the parties learn that a provision is or shall become, unlawful. The failure of the parties to reach agreement on such substitute provision or benefit shall not be subject to arbitration.

B. If any provision of this agreement or the application of such provision to any persons or circumstances, shall be held invalid the remainder of this agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby.

ARTICLE XL. LEGISLATIVE ACTION REQUIRED FOR IMPLEMENTATION (PURSUANT TO SECTION 204a OF TAYLOR LAW)

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

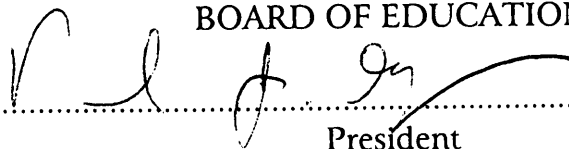
ARTICLE XLI. SIX YEAR AGREEMENT

This Agreement shall be effective as of July 1, 2001 and shall continue in effect through June 30, 2007.

IN WITNESS WHEREOF, the parties have caused agreement to be signed
the day and year first above written.

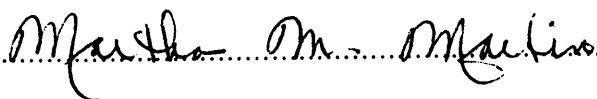
BOARD OF EDUCATION

BY:


President

LEVITTOWN UNITED TEACHERS

BY:



WITNESSED BY:

APPENDIX A. Teachers' Salary Schedules

LUT SALARY SCHEDULE 2001-02

STEP	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	PHD
1	42,204	43,609	45,013		48,852	48,852		52,247		55,607	57,419
2	43,688	45,147	46,609		50,526	50,526		54,014		57,357	59,270
3	45,720	47,258	48,797		52,883	52,883		56,520		59,958	61,866
4	47,564	49,139	50,706		54,778	54,778		58,504		61,715	63,656
5	49,086	50,692	52,301		56,580	56,580		60,170		63,518	65,682
6	50,754	52,494	54,238		58,599	58,599		62,317		65,754	67,656
7	52,190	54,029	55,864		59,125	59,316		62,801		66,225	68,750
8	53,952	55,976	57,998		61,548	61,307		64,906		69,012	71,078
9	55,334	57,427	59,514		63,480	63,771		67,350		70,713	73,905
10	56,668	58,530	60,414		65,966	65,708		69,378		73,114	75,972
11	57,580	60,253	62,310		67,909	68,280		71,896		75,513	78,402
12	59,037	61,795	64,456		70,225	70,155		73,985		78,037	80,442
13	60,589	63,486	66,421		72,775	72,523		76,829		80,542	82,964
14	62,492	65,526	68,874		75,970	75,664		79,288		83,369	85,864
15	64,072	67,527	71,030		78,048	77,795		81,798		85,735	87,460
16	66,256	68,957	72,402		79,093	78,891		83,513		86,923	88,821
17	66,256	69,287	72,810		79,884	79,627		83,513		87,878	89,069
18	66,900	69,981	73,252		80,658	80,443		84,133		88,002	90,125
19	67,071	70,314	73,252		80,753	80,538		84,976		88,896	90,125
20	69,775	73,100	76,866		82,574	83,225		86,811		91,434	92,875
21	70,474	73,828	76,866		83,186	83,225		87,159		91,780	92,975
22	70,474	73,828	76,866		83,186	83,225		87,159		91,780	93,055
23	70,474	73,828	77,634		83,186	83,807		88,007		92,037	93,272
24	70,474	73,828	77,634		83,186	83,807		88,007		92,037	93,272
25	72,106	74,451	78,037	80,789	84,124	83,919		88,007		92,386	93,722

Longevity Payment of \$1,000 for All Teachers After Step 25

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

YEARS	BA	BA+15	BA+30	BA+45	BA+60	MA	MA+15	MA+30	MA+45	MA+60	PHD
37	72,106	74,851	78,037	81,218	84,556	83,919		88,458		92,937	93,722
38	72,106	74,851	78,037	81,591	85,401	83,919		88,458		92,937	93,722
39	72,106	74,851	78,697	81,591	85,401	83,919		88,757		93,867	95,215
40	72,106	74,851	78,697	81,591	85,401	85,213		88,757		93,867	95,215
41	72,106	74,851	78,697	81,591	85,401	85,213		88,757		93,867	95,215
42	72,106	74,851	78,697	81,591	85,409	85,213		88,757		93,867	95,215
43	72,106	74,851	78,697	81,591	85,409	85,213		89,010		93,867	95,215
44	72,106	74,851	78,697	81,591	85,409	85,213		89,611		93,867	95,215
45	72,106	74,851	78,697	85,948	85,409	85,213		89,611		94,045	95,215
46	72,106	74,851	78,697	85,948	85,409	88,832		89,611		94,627	95,215
47	72,106	74,851	78,697	85,948	85,409	88,832		89,611		96,537	95,215
48	72,106	74,851	78,697	89,719	85,409	88,832		89,611		97,483	95,215

LUT SALARY SCHEDULE 2002-03

STEP	BA	BA+45	BA+60	MA	MA+30	MA+45	MA+60	PHD
1	43,681		50,562	50,562	54,076		57,553	59,429
2	45,217		52,294	52,294	55,904		59,364	61,344
3	47,320		54,734	54,734	58,498		62,057	64,031
4	49,229		56,695	56,695	60,552		63,875	65,884
5	50,804		58,560	58,560	62,276		65,741	67,981
6	52,530		60,650	60,650	64,498		68,055	70,024
7	54,017		61,194	61,392	64,999		68,543	71,156
8	55,840		63,702	63,453	67,178		71,427	73,566
9	57,271		65,702	66,003	69,707		73,188	76,492
10	58,651		68,275	68,008	71,806		75,673	78,631
11	59,595		70,286	70,670	74,412		78,156	81,146
12	61,103		72,683	72,610	76,574		80,768	83,257
13	62,710		75,322	75,061	79,518		83,361	85,868
14	64,679		78,629	78,312	82,063		86,287	88,869
15	66,315		80,780	80,518	84,661		88,736	90,521
16	68,575		81,861	81,652	86,436		89,965	91,930
17	68,575		82,680	82,414	86,436		90,954	92,186
18	69,242		83,481	83,259	87,078		91,082	93,279
19	69,418		83,579	83,357	87,950		92,007	93,279
20	72,217		85,464	86,138	89,849		94,634	96,126

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

21			86,098	86,138	90,210		94,992	96,229
22			86,098	86,138	90,210		94,992	96,312
23			86,098	86,740	91,087		95,258	96,537
24			86,098	86,740	91,087		95,258	96,537
25		83,617	87,068	86,856	91,087		95,620	97,002

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

YEARS		BA+45	BA+60		MA+30	MA+45	MA+60	
38		84,061	87,515		91,554	93,048	96,190	
39		84,447	88,390			94,502	96,190	
40		84,447	88,390			94,502	97,152	
41		84,447	88,390				97,152	
42		84,447	88,390				97,152	
43		84,447	88,398				97,152	
44		84,447	88,398				97,152	
45		84,447	88,398				97,152	
46		88,956	88,398				97,337	
47		88,956	88,398				97,939	
48		88,956	88,398				99,916	
49		92,859	88,398				100,895	

Longevity Payment of \$500 for All Teachers one year after Step 20 and \$1,500 additional, five years after Step 20

LUT SALARY SCHEDULE 2003-04

STEP	BA	BA+45	BA+60	MA	MA+30	MA+45	MA+60	PHD
1	45,188		52,306	52,306	55,942		59,539	61,479
2	46,777		54,098	54,098	57,833		61,412	63,460
3	48,953		56,622	56,622	60,516		64,198	66,240
4	50,927		58,651	58,651	62,641		66,079	68,157
5	52,557		60,580	60,580	64,425		68,009	70,326
6	54,342		62,742	62,742	66,723		70,403	72,440
7	55,881		63,305	63,510	67,241		70,908	73,611
8	57,766		65,900	65,642	69,496		73,891	76,104
9	59,247		67,969	68,280	72,112		75,713	79,131
10	60,674		70,630	70,354	74,283		78,284	81,344
11	61,651		72,711	73,108	76,979		80,852	83,946
12	63,211		75,191	75,115	79,216		83,554	86,129
13	64,873		77,921	77,651	82,261		86,237	88,830
14	66,910		81,342	81,014	84,894		89,264	91,935
15	68,603		83,567	83,296	87,582		91,797	93,644
16	70,941		84,685	84,469	89,418		93,069	95,102
17	70,941		85,532	85,257	89,418		94,092	95,366
18	71,631		86,361	86,131	90,082		94,224	96,497
19	71,813		86,462	86,233	90,984		95,181	96,497
20	74,708		88,413	89,110	92,949		97,899	99,442

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

21			89,068	89,110	93,322		98,269	99,549
22			89,068	89,110	93,322		98,269	99,635
23			89,068	89,733	94,230		98,544	99,868
24			89,068	89,733	94,230		98,544	99,868
25		86,502	90,072	89,853	94,230		98,919	100,349

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

YEARS		BA+45	BA+60		MA+30	MA+45	MA+60	
39		86,961	90,534		94,713	96,258	99,509	
40		87,360	91,439			97,762	99,509	
41		87,360	91,439			97,762	100,504	
42		87,360	91,439				100,504	
43		87,360	91,439				100,504	
44		87,360	91,448				100,504	
45		87,360	91,448				100,504	
46		87,360	91,448				100,504	
47		92,025	91,448				100,695	
48		92,025	91,448				101,318	
49		92,025	91,448				103,363	
50		96,063	91,448				104,376	

Longevity Payment of \$500 for All Teachers one year after Step 20 and \$1,500 additional, five years after Step 20

LUT SALARY SCHEDULE 2004-05

STEP	BA	BA+45	BA+60	MA	MA+30	MA+45	MA+60	PHD
1	46,747		54,111	54,111	57,872		61,593	63,600
2	48,391		55,964	55,964	59,828		63,531	65,649
3	50,642		58,575	58,575	62,604		66,413	68,525
4	52,684		60,674	60,674	64,802		68,359	70,508
5	54,370		62,670	62,670	66,648		70,355	72,752
6	56,217		64,907	64,907	69,025		72,832	74,939
7	57,809		65,489	65,701	69,561		73,354	76,151
8	59,759		68,174	67,907	71,894		76,440	78,730
9	61,291		70,314	70,636	74,600		78,325	81,861
10	62,767		73,067	72,781	76,846		80,985	84,150
11	63,778		75,220	75,630	79,635		83,641	86,842
12	65,392		77,785	77,706	81,949		86,437	89,100
13	67,111		80,609	80,330	85,099		89,212	91,895
14	69,218		84,148	83,809	87,823		92,344	95,107
15	70,970		86,450	86,170	90,604		94,964	96,875
16	73,388		87,607	87,383	92,503		96,280	98,383
17	73,388		88,483	88,198	92,503		97,338	98,656
18	74,102		89,340	89,103	93,190		97,475	99,826
19	74,291		89,445	89,208	94,123		98,465	99,826
20	77,285		91,463	92,184	96,156		101,277	102,873

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

21			92,141	92,184	96,542		101,659	102,983
22			92,141	92,184	96,542		101,659	103,072
23			92,141	92,829	97,481		101,944	103,313
24			92,141	92,829	97,481		101,944	103,313
25		89,486	93,179	92,953	97,481		102,332	103,811

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

YEARS		BA+45	BA+60		MA+30	MA+45	MA+60	
40		89,961	93,657		97,981	99,579	102,942	
41		90,374	94,594			101,135	102,942	
42		90,374	94,594			101,135	103,971	
43		90,374	94,594				103,971	
44		90,374	94,594				103,971	
45		90,374	94,603				103,971	
46		90,374	94,603				103,971	
47		90,374	94,603				103,971	
48		95,200	94,603				104,169	
49		95,200	94,603				104,813	
50		95,200	94,603				106,929	
51		99,377	94,603				107,977	

Longevity Payment of \$500 for All Teachers one year after Step 20 and \$1,500 additional, five years after Step 20

LUT SALARY SCHEDULE 2005-06

STEP	BA	BA+45	BA+60	MA	MA+30	MA+45	MA+60	PHD
1	48,383		56,005	56,005	59,898		63,749	65,826
2	50,085		57,923	57,923	61,922		65,755	67,947
3	52,414		60,625	60,625	64,795		68,737	70,923
4	54,528		62,798	62,798	67,070		70,752	72,976
5	56,273		64,863	64,863	68,981		72,817	75,298
6	58,185		67,179	67,179	71,441		75,381	77,562
7	59,832		67,781	68,001	71,996		75,921	78,816
8	61,851		70,560	70,284	74,410		79,115	81,486
9	63,436		72,775	73,108	77,211		81,066	84,726
10	64,964		75,624	75,328	79,536		83,819	87,095
11	66,010		77,853	78,277	82,422		86,568	89,881
12	67,681		80,507	80,426	84,817		89,462	92,219
13	69,460		83,430	83,142	88,077		92,334	95,111
14	71,641		87,093	86,742	90,897		95,576	98,436
15	73,454		89,476	89,186	93,775		98,288	100,266
16	75,957		90,673	90,441	95,741		99,650	101,826
17	75,957		91,580	91,285	95,741		100,745	102,109
18	76,696		92,467	92,222	96,452		100,887	103,320
19	76,891		92,576	92,330	97,417		101,911	103,320
20	79,990		94,664	95,410	99,521		104,822	106,474

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

21			95,366	95,410	99,921		105,217	106,587
22			95,366	95,410	99,921		105,217	106,680
23			95,366	96,078	100,893		105,512	106,929
24			95,366	96,078	100,893		105,512	106,929
25		92,618	96,440	96,206	100,893		105,914	107,444

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

YEARS		BA+45	BA+60		MA+30	MA+45	MA+60	
41		93,110	96,935		101,410	103,064	106,545	
42		93,537	97,905			104,675	106,545	
43		93,537	97,905			104,675	107,610	
44		93,537	97,905				107,610	
45		93,537	97,905				107,610	
46		93,537	97,914				107,610	
47		93,537	97,914				107,610	
48		93,537	97,914				107,610	
49		98,532	97,914				107,815	
50		98,532	97,914				108,481	
51		98,532	97,914				110,672	
52		102,855	97,914				111,756	

Longevity Payment of \$500 for All Teachers one year after Step 20 and \$1,500 additional, five years after Step 20

LUT SALARY SCHEDULE 2006-07

STEP	BA	BA+45	BA+60	MA	MA+30	MA+45	MA+60	PHD
1	50,076		57,965	57,965	61,994		65,980	68,130
2	51,838		59,950	59,950	64,089		68,056	70,325
3	54,248		62,747	62,747	67,063		71,143	73,405
4	56,436		64,996	64,996	69,417		73,228	75,530
5	58,243		67,133	67,133	71,395		75,366	77,933
6	60,221		69,530	69,530	73,941		78,019	80,277
7	61,926		70,153	70,381	74,516		78,578	81,575
8	64,016		73,030	72,744	77,014		81,884	84,338
9	65,656		75,322	75,667	79,913		83,903	87,691
10	67,238		78,271	77,964	82,320		86,753	90,143
11	68,320		80,578	81,017	85,307		89,598	93,027
12	70,050		83,325	83,241	87,786		92,593	95,447
13	71,891		86,350	86,052	91,160		95,566	98,440
14	74,148		90,141	89,778	94,078		98,921	101,881
15	76,025		92,608	92,308	97,057		101,728	103,775
16	78,615		93,847	93,606	99,092		103,138	105,390
17	78,615		94,785	94,480	99,092		104,271	105,683
18	79,380		95,703	95,450	99,828		104,418	106,936
19	79,582		95,816	95,562	100,827		105,478	106,936
20	82,790		97,977	98,749	103,004		108,491	110,201

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

21			98,704	98,749	103,418		108,900	110,318
22			98,704	98,749	103,418		108,900	110,414
23			98,704	99,441	104,424		109,205	110,672
24			98,704	99,441	104,424		109,205	110,672
25		95,860	99,815	99,573	104,424		109,621	111,205

THERE IS NO STEP MOVEMENT TO OR WITHIN THIS AREA OF THE SCHEDULE

YEARS		BA+45	BA+60		MA+30	MA+45	MA+60	
42		96,369	100,328		104,959	106,671	110,274	
43		96,811	101,332			108,339	110,274	
44		96,811	101,332			108,339	111,376	
45		96,811	101,332				111,376	
46		96,811	101,332				111,376	
47		96,811	101,341				111,376	
48		96,811	101,341				111,376	
49		96,811	101,341				111,376	
50		101,981	101,341				111,589	
51		101,981	101,341				112,278	
52		101,981	101,341				114,546	
53		106,455	101,341				115,667	

Longevity Payment of \$500 for All Teachers one year after Step 20 and \$1,500 additional, five years after Step 20

APPENDIX -B-
CONTRACT RATES

<u>Assignment</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Extra periods (Teachers)	27.83	28.66	29.67	30.69	31.75	32.86	34.01
<u>Hourly</u>							
Adult Education	27.83	28.66	29.67	30.69	31.75	32.86	34.01
Alternate Ed. Teachers	36.03	37.11	38.41	39.73	41.10	42.54	44.03
Chaperones	18.55	19.11	19.78	20.46	21.17	21.91	22.67
Driver Education	27.83	28.66	29.67	30.69	31.75	32.86	34.01
Hourly (Teachers)		28.66	29.67	30.69	31.75	32.86	34.01
Home Teaching	27.83	28.66	29.67	30.69	31.75	32.86	34.01
Musical Accompanists	23.17	23.87	24.71	25.56	26.44	27.36	28.32
Title I Instructors	26.59	27.38	28.34	29.32	30.33	31.39	32.49
<u>Yearly</u>							
Cafeteria Duty	1,068	1,100	1,139	1,178	1,219	1,262	1,306
Kindergarten Travel	580	597	618	639	661	684	708
Summer School	1,682	1,732	1,793	1,855	1,919	1,986	2,056
Travel Bet. Sch. (+\$0.24/mile)	66	50	52	54	56	58	60
<u>Athletics</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Badminton V	3,416	3,518	3,641	3,767	3,897	4,033	4,174
Badminton 9	2,456	2,530	2,619	2,709	2,802	2,900	3,002
Baseball V	5,895	6,072	6,285	6,502	6,726	6,961	7,205
Baseball JV	4,176	4,301	4,452	4,606	4,765	4,932	5,105
Baseball V-Asst.	4,085	4,208	4,355	4,505	4,660	4,823	4,992
Baseball 9	3,470	3,574	3,699	3,827	3,959	4,098	4,241
Baseball 7/8	3,431	3,534	3,658	3,784	3,915	4,052	4,194
Basketball V	6,757	6,960	7,204	7,453	7,710	7,980	8,259
Basketball JV	4,731	4,873	5,044	5,218	5,398	5,587	5,783
Basketball 9	3,712	3,823	3,957	4,094	4,235	4,383	4,536
Basketball 7/8	3,219	3,316	3,432	3,550	3,672	3,801	3,934
Bowling V	2,994	3,084	3,192	3,302	3,416	3,536	3,660
Cheerleading JV/V-Winter Comb.	3,712	3,823	3,957	4,094	4,235	4,383	4,536
Cheerleading JV/V-Fall Comb.	2,835	2,920	3,022	3,126	3,234	3,347	3,464
Cheerleading 9-Fall	1,598	1,646	1,704	1,763	1,824	1,888	1,954
Cheerleading 9-Winter	1,751	1,804	1,867	1,931	1,998	2,068	2,140
Cross Country V	4,268	4,396	4,550	4,707	4,869	5,039	5,215
Cross Country 9	3,014	3,104	3,213	3,324	3,439	3,559	3,684

APPENDIX -B-
CONTRACT RATES

	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07
Foot ball JV	4,645	4,784	4,951	5,122	5,299	5,484	5,676
Football V Head	7,362	7,583	7,848	8,119	8,399	8,693	8,997
Football V Asst.	5,175	5,330	5,517	5,707	5,904	6,111	6,325
Football 7/8 Head	4,159	4,284	4,434	4,587	4,745	4,911	5,083
Football 9	4,159	4,284	4,434	4,587	4,745	4,911	5,083
Football 7/8 Asst.	3,528	3,634	3,761	3,891	4,025	4,166	4,312
Golf	3,223	3,320	3,436	3,555	3,678	3,807	3,940
LaCrosse V Head	5,895	6,072	6,285	6,502	6,726	6,961	7,205
LaCrosseJV	4,175	4,300	4,451	4,605	4,764	4,931	5,104
LaCrosse V-Asst.	4,085	4,208	4,355	4,505	4,660	4,823	4,992
LaCrosse 9	3,470	3,574	3,699	3,827	3,959	4,098	4,241
LaCrosse 7/8	3,431	3,534	3,658	3,784	3,915	4,052	4,194
Soccer Varsity	5,257	5,415	5,605	5,798	5,998	6,208	6,425
Soccer JV	3,760	3,873	4,009	4,147	4,290	4,440	4,595
Soccer 9	3,133	3,227	3,340	3,455	3,574	3,699	3,828
Soccer 7/8	2,877	2,963	3,067	3,173	3,282	3,397	3,516
Softball V	5,895	6,072	6,285	6,502	6,726	6,961	7,205
Softball JV	4,176	4,301	4,452	4,606	4,765	4,932	5,105
Softball 9	3,470	3,574	3,699	3,827	3,959	4,098	4,241
Softball 7/8	3,431	3,534	3,658	3,784	3,915	4,052	4,194
Softball V-Asst.	4,085	4,208	4,355	4,505	4,660	4,823	4,992
Tennis V	3,441	3,544	3,668	3,795	3,926	4,063	4,205
Tennis 9	2,545	2,621	2,713	2,807	2,904	3,006	3,111
Tennis 7/8	2,466	2,540	2,629	2,720	2,814	2,912	3,014
Track V-Head	5,833	6,008	6,218	6,433	6,655	6,888	7,129
Track V-Asst.	4,279	4,407	4,561	4,718	4,881	5,052	5,229
Track 9	3,905	4,022	4,163	4,307	4,456	4,612	4,773
Track 7/8 Head	3,431	3,534	3,658	3,784	3,915	4,052	4,194
Track 7/8-Asst.	3,076	3,168	3,279	3,392	3,509	3,632	3,759
Volleyball V	5,387	5,549	5,743	5,941	6,146	6,361	6,584
Volleyball JV	3,934	4,052	4,194	4,339	4,489	4,646	4,809
Volleyball 9	3,289	3,388	3,507	3,628	3,753	3,884	4,020
Volleyball 7/8	2,977	3,066	3,173	3,282	3,395	3,514	3,637

APPENDIX -B-
CONTRACT RATES

	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07
Winter Track - Head	5,024	5,175	5,356	5,541	5,732	5,933	6,141
Winter Track - Asst.	3,693	3,804	3,937	4,073	4,214	4,361	4,514
Wrestling V	6,472	6,666	6,899	7,137	7,383	7,641	7,908
Wrestling JV	4,530	4,666	4,829	4,996	5,168	5,349	5,536
Wrestling 9	3,645	3,754	3,885	4,019	4,158	4,304	4,455
Wrestling 7/8	3,223	3,320	3,436	3,555	3,678	3,807	3,940
Wrestling 7/8 Asst.	2,740	2,822	2,921	3,022	3,126	3,235	3,348

Athletic Supervision *

	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07
<u>Afternoon (3+ hours)</u>							
Supervisor	56.72	58.42	60.46	62.55	64.71	66.97	69.31
Head Supervisor	69.51	71.60	74.10	76.66	79.31	82.08	84.95
<u>Night and Saturday/Sunday (3+ hours)</u>							
Supervisor	69.51	71.60	74.10	76.66	79.31	82.08	84.95
Head Supervisor	80.95	83.38	86.29	89.27	92.35	95.58	98.93
<u>Double (V/JV) Basketball (5+ hours)</u>							
Supervisor	103.80	106.91	110.65	114.47	118.42	122.56	126.85
Head Supervisor	-----						
<u>Middle School Intramural</u>							
Supervisor (2+ hours)	41.78	43.04	44.54	46.08	47.67	49.34	51.06
Head Supervisor	-----						

***Athletic Supervision**

No Head Supervisor will be permitted when fewer than 3 other people are working
There is no Head Supervisor fee at the Middle School level

Extra Curricular

	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07
Group I (50 Hour Minimum)	2,423	2,496	2,583	2,672	2,764	2,861	2,961
Group II (45 Hour Minimum)	2,186	2,252	2,331	2,411	2,494	2,581	2,671
Group III (40 Hour Minimum)	1,695	1,746	1,807	1,869	1,933	2,001	2,071
Group IV (30 Hour Minimum)	1,202	1,238	1,281	1,325	1,371	1,419	1,469
Group V (18 Hour Minimum)	734	756	782	809	837	866	896

APPENDIX -B-
CONTRACT RATES

<u>Teacher Assistants</u>	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07
Classroom (New)	12,762	13,272	13,869	14,486	15,131	15,812	16,524
Classroom (Hired Prior 7/1/98)	13,081	13,604	14,216	14,849	15,510	16,208	16,937
Building Computer (New)*	16,090	17,083	17,813	18,566	19,352	20,181	21,046
Building Computer (Hired Prior 7/1/98)*	16,781	17,415	18,160	18,929	19,731	20,577	21,459
District Computer (New)*	26,781	28,037	29,151	30,295	31,485	32,739	34,043
District Computer (Pre 7/1/98 #1-MLE)*	30,841	31,931	33,221	34,546	35,925	37,378	38,891
District Computer (Pre 7/1/98 #2-CC)*	41,476	42,992	44,779	46,619	48,535	50,555	52,661
Computer Teaching Assistant Assignment							
<u>*Stipends Included Above</u>	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07
Building Computer Stipend	3,700	3,811	3,944	4,080	4,221	4,369	4,522
District Computer Stipend	10,635	10,954	11,337	11,728	12,133	12,558	12,997
	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07
<u>Hourly Rates/Extra Periods</u>							
Classroom/ Building Computer Teacher Asst.		NA	15.00	15.52	16.05	16.61	17.20
District Computer Teacher Assistants		NA	29.67	30.69	31.75	32.86	34.01
<u>Longevity</u>							
In seventh (7th) year		0	500	500	500	500	500
In tenth (10th) year		0	1,250	1,250	1,250	1,250	1,250
AA Degree or 60 Pre-Approved College Credits		0	500	500	500	500	500

APPENDIX C. GUIDELINES FOR CLASS-SIZE AND TEACHER LOAD

Class-size guidelines shall be:

K	--	Maximum of 25 pupils
1-3	--	Maximum of 28 pupils
4-6	--	Maximum of 29 pupils
XR	--	Maximum of 20 pupils
7-12	--	Maximum of 35 pupils

Daily teaching load (except physical education, music and other large-group teaching and duty assignments) should not exceed 150 pupils except where justified in accordance with the Regulations of the Commissioner of Education, effective at the close of the first marking period.

English teachers -- maximum daily load of 130 pupils in their English classes.

Social Studies teachers -- maximum daily load of 130.

Other academic subject teachers -- maximum daily load of 135.

In each elementary school, for each ten (10) teachers or major fraction thereof, one teacher may be assigned more pupils than set forth above but no more than those defined in prior contracts. A major fraction is 6 or more teachers.

Where possible and excluding the teachers previously excluded on account of the 90% factor, teaching loads shall be balanced. However, no class shall exceed size set forth in previous contract.

Special Education Classes

Board of Education Guidelines for class size of Special Education Classes shall be the same as those of the regulations of the Commissioner of Education.

TEACHER-PUPIL RATIO FOR SPECIAL SUBJECTS AND AUXILIARY SERVICES

The teacher-pupil ratio for all special subjects and auxiliary personnel shall be the same throughout the term of this agreement as it was on September 1, 1978. For the purposes of this section, student enrollment for September 1, 1978 shall be deemed 10,800. The School District may provide any special subjects or services it chooses as long as the total ratio is kept constant. The special areas are Guidance, Industrial Arts, Librarians, Music, Physical Education, Psychology,

Reading, Speech and Hearing, Vocational, Teacher of Visually Handicapped, and Home Economics.

The number of special subjects and auxiliary personnel as of September 1978 was 192.

APPENDIX D. DISTRICT POLICY & REGULATIONS CONCERNING COMPLAINTS

COMPLAINTS CONCERNING SCHOOL PERSONNEL Policy 1312

Complaints and/or inquiries concerning school personnel or other school matters should be referred to the department or school to which the matter pertains. The Board of Education will consider such complaints and/or inquiries only after these matters have been reviewed by the individual's immediate supervisor and administrator and by the Superintendent of Schools.

In the event that such complaints and/or inquiries have not been satisfactorily settled, they should be placed in writing and submitted to the Board of Education for final review. Further, it will be the responsibility of the Superintendent of Schools to prepare an administrative regulation as may be needed within this policy, to govern the conduct of complainants and to channel the complaints so that they may be properly reviewed and acted upon.

Anonymous complaints of any type are undignified and will be disregarded.

COMPLAINTS AGAINST SCHOOL PERSONNEL Regulation 1312

The principal and/or immediate supervisor will insure that:

1. Complaints against school personnel will be reviewed in the school or department to which the personnel are assigned. Most differences may be resolved at this level.
2. Where review indicates a further course of action, the first attempt will be to have the complainant meet the person against whom the complaint is made. The aim of the meeting will be to seek a solution to the problem.
3. Where a meeting is not feasible, the principal and/or the supervisor will receive the complaint, but will notify the staff member and communicate to this person:
 - (a) The name of the complainant
 - (b) The nature of the complaint
4. The principal or immediate supervisor will then review the complaint with the complainant and will consider the response of the staff member in rendering a judgment.

5. If the complainant is not satisfied with the determination of the complaint, at this level, he may proceed to the Superintendent of Schools for a further review. The Superintendent of Schools will not receive this complaint for review unless the complainant has made every attempt to meet the conditions outlined in items 1-4. The immediate supervisor and the staff member involved will be notified if the Superintendent decides to review the complaint.

6. If, after a review of the complaint by the Superintendent of Schools, the complainant seeks further redress the complaint should be formalized in writing and presented through the Superintendent of Schools to the Board of Education for final review.

7. The Board of Education will receive a written report from the school and/or department and from the Superintendent outlining the procedures followed and the recommendations made at each of the lower levels.

APPENDIX E. TITLE I TEACHERS

(1) Salary: The base salary for Title I teachers for the term of this contract are as set forth in Appendix B for all teaching and preparation time (lunch time is not paid.)

(2) Preparation time: If a Title I teacher is assigned to four (4) or more hours, she/he shall receive a paid preparation time of thirty (30) minutes per day; if the Title I teacher is assigned for more than three (3) but less than four (4) hours per day, she/he shall receive paid preparation time of fifteen (15) minutes per day.

(3) Supplemental Benefits: Effective July 1, 1998 the District shall contribute the sum of Seven Hundred Fifty Dollars (\$750.00) for each Title I teacher employed fifteen (15) or more hours per week for the 1998/99 school year. Thereafter, and as thus constituted, in the 3rd and 4th years of this agreement, the entire supplemental benefits fund shall increase by the across-the-board amounts listed in Article 35 Section D.

(4) Any Title I teacher whose services are not retained or who is discharged may request the District to provide a reason for the decision not to retain. The merits of said reason shall not be subject to the grievance/arbitration procedure, except that an employee can grieve the failure to provide a reason.

(5) The following provisions of the agreement shall apply to Title I teachers: Articles I, II, III, IV, V (Section A through H only), VII, XI, XII, XVII (H), XXV, XXIX, XXX(A)(1), XXXI, XXXII, XXXIII, XXXIV(B), XXXV, XXXVII, XXXVIII, XXXIX, XL, XLI (effective July 1, 1997).

Consistent with existing practice regarding regular teachers, Title I teachers regularly scheduled to work 17.5 hours or more per week shall be entitled to the benefits of Article IX(G) entitled "Health Plan" of the contract.

In addition Article VI shall apply only to Title I teachers who work in regular Levittown UFSD-owned buildings to the extent that such facilities already exist. However, teachers who do not work in these buildings described above, shall be able to use Levittown UFSD facilities when possible.

Article VIII shall not apply unless Federal Guidelines applicable to Title I programs expressly permit tax sheltered annuities.